



MATERNITY, PARENTAL & ADOPTION LEAVE GUIDE for NSTU Members

Information From the NSTU

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1. Overview

Leaves available to Nova Scotia Public School Teachers:

- 17 weeks maternity leave (*SUB Plan*) (*Provincial Agreement*)
- 35 weeks parental leave (*EI Benefit*) (*Provincial Agreement*)
- 12 weeks adoption leave (Parental Leave with top up from the Board) (*Provincial Agreement*)
- 2 day leave for birth of child (*Provincial Agreement*)

Employment Insurance Special Benefits are normally available to teachers who have at least 600 hours of insurable employment in the last 52 weeks or 600 hours of insurable employment since the beginning of their last benefit period under the *Employment Insurance Act*.

Under special circumstances, the 52 week period may be extended to 104 weeks. Teachers should contact their local Service Canada Centre for further information.

2. NSTU Provincial Agreement Provision

Maternity SUB Plan - Public School Teachers

ARTICLE 27 - PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

- 27.01 A female teacher shall, no later than the fifth (5th) month of pregnancy, forward to the Director of Human Resources a written request for leave of absence:
- 27.02 A School Board shall, upon the request of a teacher made through the Director of Human Resources grant the teacher, at any time from a day eleven (11) weeks before the specified date of delivery to the day of actual delivery, a leave of absence:
- (i) of seventeen (17) consecutive weeks; or
 - (ii) to a date six (6) weeks after the date of actual delivery; or
 - (iii) for any shorter period, at the option of the teacher, except that a teacher shall not work, and the School Board shall not cause or permit a teacher to work, for at least six (6) weeks after the date of delivery, unless in the written opinion of a legally qualified medical practitioner, chosen by the teacher, a shorter period is sufficient.
- 27.03 Where a teacher reports for work upon the expiration of the period referred to in 27.02, she shall resume work with no loss of benefits accrued to the commencement of the maternity leave.
- 27.04 A teacher shall produce, when so requested by the Director of Human Resources a certificate from a legally qualified medical practitioner specifying the date upon which delivery will occur, in the opinion of the medical practitioner.
- 27.05 Notwithstanding 27.02, 27.08, 27.10, and 27.18 in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the leave of absence period, including pregnancy or parental leave or allowance, which was to have occurred after the expected end of the hospitalization period may, for a time up to a maximum of six (6) months after the birth, be deferred until the child is released from the hospital.

Pregnancy Allowance

27.06 Teachers on pregnancy leave shall be entitled to the following benefit:

- (i) seventy-five percent (75%) of her weekly salary during the two (2) week EI waiting period;
- (ii) the teacher's weekly EI benefit will be topped up to ninety-three percent (93%) of the teacher's weekly salary up to a maximum of five (5) additional weeks.
- (iii) parental allowance pursuant to Article 27.18 (ii) up to a maximum of ten (10) weeks.
- (iv) weeks in (i), (ii) and (iii) above are to be consecutive unless deferred as per 27.08 .

27.07 The teacher's weekly salary shall be determined by, and consistent with, the principles of the EI Regulations as they apply to teachers.

- 27.08
- (i) Notwithstanding 27.06, if a probationary or permanent contract teacher requests parental leave at the time of request for pregnancy leave, and if the teacher is in receipt of a pregnancy or parental allowance during the summer, then the pregnancy and parental allowance beginning with the first non-teaching day in the summer shall be deferred to commence on the first day of the teaching period in the school year. For greater certainty, a teacher cannot receive more than seventeen (17) weeks leave of absence for pregnancy and more than thirty-five (35) weeks parental leave for a maximum of fifty-two (52) weeks.
 - (ii) In the event that the days in July are pregnancy leave and the pregnancy and parental allowance is deferred, the School Board shall nonetheless calculate whether the teacher is owed any amount of pay for days taught and claimed during the school year, and if so, the teacher shall be paid the amount owed as part of the regular July payroll(s).
 - (iii) In the event the days in August are pregnancy leave and the pregnancy and parental allowance is deferred, the teacher will receive no bi-weekly pay from the Board for the deferred days in that month. Upon return to work, the teacher shall return to regular pay and shall receive a lump sum payment for the advance not received in August.

- (iv) In the event that a teacher requests a pregnancy and parental leave pursuant to 27.04 (i), and due to exceptional circumstances wishes to return to work after the expiration of the pregnancy leave, the Board shall allow the teacher to return to work if notice is received at least six weeks prior to the expiration of pregnancy leave.
- 27.09 (i) Teachers not requesting parental leave shall take their pregnancy leave in consecutive weeks.
- (ii) Where the pregnancy leave under 27.02(i) is scheduled to include July, a reconciliation of monies owed but not paid shall be made at the end of June. The Board shall calculate the monies owed but not paid by taking the difference of the amount of regular salary the teacher received up to the beginning of the pregnancy leave and the number of days taught and claimed multiplied by the daily rate. The Board shall also determine the amount of allowance the teacher would be entitled to in accordance with 27.06 for the month of July. Payment for July shall be made as follows:
- (a) if the amount of money owed but not paid exceeds the amount of the 27.06 allowance for July, then the teacher shall receive in July only that money owed but not paid.
 - (b) if the amount of money owed but not paid is equal to or less than the amount of the 27.06 allowance for July, then the teacher shall receive in July only the 27.06 allowance.

Parental / Adoption Leave

- 27.10 A teacher who is either a natural or adoptive parent shall be granted, on request, up to thirty-five (35) weeks of parental leave. If both parents are teachers, the leave may be shared between the two (2) parents in two (2) continuous periods of time.
- 27.11 Notwithstanding 27.01, a leave, or portion thereof, of up to one (1) day with pay may be used by the adopting teacher at times when the teacher is required to be present at meetings as a condition of adoption. This benefit shall apply to both teachers where the adopting parents are both teachers

- 27.12 (i) The request for parental leave from a natural parent shall be submitted in writing to the Director of Human Resources at least six (6) weeks prior to the commencement of such leave unless the teacher requests the leave pursuant to Article 27.18(iv) in which case the request must be made at the same time as the request for leave of absence for pregnancy. The six (6) week period shall be waived or reduced in exceptional circumstances.
- (ii) The request for parental leave from an adoptive parent shall be submitted in writing to the Director of Human Resources upon receipt of notice of the date of adoption with a copy of the notice. The parental leave shall commence either when the child comes into the full care of the teacher or upon six (6) weeks notice to the Board.
- 27.13 (i) A parental leave for natural parents may be taken at any time during the first year after the child arrives home.
- (ii) A parental leave for adoptive parents may be taken at any time during the first year after the date of the adoption.
- 27.14 All insurance benefits shall remain in effect while the teacher is on parental leave.
- 27.15 When the parental leave expires, the teacher shall return to an assignment(s) that the teacher would have received but for the leave.
- 27.16 In the event that a teacher requests a parental leave pursuant to 27.12 and due to exceptional circumstances wishes to return to work before the completion of the leave, the School Board shall attempt to allow the teacher to return to work on the School Board's receipt of one (1) month's notification.
- 27.17 Where a School Board has granted parental leave pursuant to 27.10 to a term contract teacher who:
- (i) has already accumulated two (2) consecutive years of full-time term service pursuant to Article 33.01 (i) of this Agreement or aggregate term service of three hundred ninety (390) days or more before the school year in which the leave began, the service accumulated shall not be broken and the accumulated service as it relates to recall rights

under a Local Agreement shall continue for the following school year;

- (ii) would have achieved two (2) consecutive years of full-time term service pursuant to Article 33.01 (i) of this Agreement but for the parental leave, the service shall not be deemed to be broken. If the teacher is employed in the school year following the school year in which the leave began, the term contract service shall be counted for the purpose of accumulating two (2) years full-time, term consecutive years of service pursuant to Article 33.01 (i) of this Agreement and shall be considered to be consecutive for the purpose of recall rights under a Local Agreement; or
- (iii) would have achieved, in that school year, aggregate term service of three hundred ninety (390) days taught and claimed, in accordance with the recall rights under their Local Agreement but for the parental leave, the service shall be deemed to be consecutive. If the teacher is employed in the school year following the year in which the leave began, the term contract service shall be counted for the purpose of accumulating aggregate term service and shall be considered to be consecutive. For clarity, the teacher must have a minimum number of days required in their Local Agreement in the school year for the consecutiveness to be recognized.

Parental Allowance

27.18 A teacher who is a natural or adoptive parent and is granted parental leave pursuant to 27.10 shall be entitled to the following benefits:

- (i) seventy-five percent (75%) of the teacher's weekly salary during the two (2) week EI waiting period;
- (ii) the teacher's weekly EI benefit will be topped up to ninety-three percent (93%) of the teacher's weekly salary up to a maximum of ten (10) additional weeks
- (iii) weeks in (i) and (ii) above are to be consecutive and commence at the start of the leave.
- (iv) Notwithstanding (iii), a permanent or probationary contract teacher shall be entitled to defer the parental allowance during the summer in the same manner as a teacher

requesting parental leave at the same time as pregnancy leave in 27.08.

- (v) If the permanent or probationary contract teacher does not request to defer the allowance, 27.09 shall apply.

27.19 To a teacher adopting a child for which the teacher is not eligible to receive an EI benefit, a leave of absence with pay, for up to five (5) days beginning the day in which the adoptive child comes into full care of the teacher and such additional days without pay as the teacher requests pursuant to Article 27, Parental Leave.

27.20 The teacher's weekly salary shall be determined by, and consistent with, the principles of the EI Regulations as they apply to teachers.

27.21 Notwithstanding 27.10, in the event both parents of the child are teachers, the provision of 27.18 shall apply only to one (1) teacher.

Parental Leave and Term Recall

According to the agreement, there are three situations that can occur to a term contract teacher that takes parental leave.

Situation #1 - Article 27.17 (i)

First, a teacher that prior to the parental leave had already obtained recall rights (the prior school year) with having two consecutive years of full time service or 390 days of aggregate service will keep their term recall for the following year so would have a right to positions with the Board according to their Regional Agreement. In summary, the teacher does not get the days added to aggregate service, however, the teacher **receives recall rights to a position for the following year.**

Situation #2 - Article 27.17 (ii)

Secondly, a teacher who is in their second full year of term contract service will not have achieved the two full years at the end of the school year because the teacher did not teach the full year due to parental leave.

Therefore, if the teacher receives a full year term contract the year following the parental leave, then the teacher is considered for term recall rights. For example:

2008-2009 school year: 100% term contract

Either:

(a) 2009-2010 school year: 100% term contract with maternity leave only **Recall Rights**

Or

(b) 2009-2010 school year: 100% term contract with maternity and parental leave **No recall Rights**

2010-2011 school year: 100% term contract
Recall Rights

In summary, the days on parental leave are not added as teaching service, and the teacher **does not receive recall rights to a position for the following school year.**

Situation #3 - Article 27.17 (iii)

Thirdly, a teacher except for the parental leave would have received 390 days of aggregate service at the end of the school year. In this case, the teacher does not have the days added for aggregate service and unless the claimable days (teaching and maternity days) add up to 390 days at the end of the year, then the teacher would not receive recall rights. For example:

2007-2008 school year: 120 days

2008-2009 school year: 140 days

Either:

2009-2010 390 days aggregate service achieved
Recall Rights

Or

2009-2010 70 days with maternity and parental leave
330 days aggregate service
No Recall Rights

2010-2011 140 days
470 days aggregate service
Recall Rights

In summary, the days on parental leave are not added as teaching service, and the teacher **does not receive recall rights to a position for following school year unless the teacher achieves the aggregate service without counting the days for aggregate parental leave.**

Another consideration for a teacher is whether there is a minimum number of days required to obtain the benefits for term recall under Article 50.07. At the present time, the following is the number of minimum days depending on the Regional Agreement required to retain the consecutiveness of the service under term recall:

Annapolis Valley	No minimum
Cape Breton-Victoria	60 days
Chignecto-Central	No minimum
CSAP	No minimum
Halifax	60 days
Strait	60 days
South Shore	No minimum
Tri-County	No minimum

SUB PLAN Application Procedures

- In the fifth month of pregnancy, send in writing a request for leave and expected date of delivery to the Director of Human Resources.

SUB PLAN Time Frame

- A total of seventeen weeks is available through the maternity SUB Plan.
- The leave can be started at any time in the 11 week period preceding the expected date of delivery.
- The leave period cannot be interrupted but can be terminated any time during the 17 week available time.
- If the baby is born prior to the expected due date, maternity leave could commence with the actual date of birth. Teachers should contact their local Service Canada Centre for further information.

Salary Calculations

- The teacher must have the required 600 hours of insured employment to apply for EI benefits.
- Using a weekly salary figure (annual salary/52), the teacher receives 75% of the weekly salary for weeks one (1) and two (2) of the twelve (12) week period from the school board; 93% of salary for the remaining ten (10) weeks from two sources (EI benefit plus school board top up).
- Note that all regular deductions are taken from the board top up portion of the payment.
- For Adoption Leave purposes, the teacher's salary is not calculated 1/195 but annual salary /52 to comply with federal regulations.

Note: *The EI benefit available to teachers for Adoption Leave is EI Parental Leave benefit with a top up provision from the Board. A teacher cannot use the EI benefit for adoption and then the EI benefits for Parental Leave as it is the same EI benefit and can only be used once by the same teacher.*

Paternity Leave

Article 29 Leave for Birth of Child

29.01 On the occasion of the birth of the teacher's child, the non-birth parent shall be granted special leave with pay up to a maximum of two (2) days.

29.02 The leave may be divided as follows:

- (i) one (1) day during the confinement of the spouse;
- (ii) the remainder of the leave shall be granted within six (6) weeks of the day that the spouse is discharged from the hospital. In the event that birth is at home, the six (6) week period shall begin from the date of birth.

3. Maternity Weeks Deferred in Summer

Maternity leave in the summer months can be deferred to the teaching period for a permanent and probationary contract teacher. **It is not available for a term contract teacher.**

Article 27.08 (i) allows a teacher to defer the weeks of maternity leave in the summer to September if the teacher requests the maternity leave and parental leave at the same time in the fifth month. The teacher must take some parental leave during the teaching period. It does not have to be for the full 35 weeks. Examples on how teachers will be paid during the times of leave can be found in the section of this booklet “Sample Salary Calculations”.

When the weeks are deferred to September, then the teacher will receive the salary owed in July. This should be regular pay unless the teacher requires an adjustment. The teacher would receive no salary in August and would receive the EI benefit only. This will cause a situation where the teacher will not owe large sums of money when they return to work.

For exceptional circumstances, the teacher will be allowed to return to work after the maternity leave expires if notice is received six weeks prior to the end of maternity leave.

The same situation on weeks being deferred applies to adoption leave.

4. Community College Provision

Article 34: Pregnancy, Parental, Spousal, and Adoption Leaves

Pregnancy Leave

- 34.1 A pregnant Faculty Member is entitled to a leave of absence of up to seventeen (17) weeks upon:
- (a) giving the College notice of the date that the Faculty Member shall begin the leave and the date the Faculty Member shall return to work as required by clause 34.10;
 - (b) providing to the College, where the College so requests, a certificate of a legally qualified medical practitioner stating that the Faculty Member is pregnant and specifying the expected date of delivery.

Beginning of Pregnancy Leave

- 34.2 To qualify for Employment Insurance (EI) benefits Pregnancy Leave shall begin on such date:
- (a) not sooner than ten (10) weeks preceding the expected date of delivery, as the Faculty Member determines; and
 - (b) not later than the date of delivery.
- 34.3 Notwithstanding 34.2 (a), Pregnancy Leave may begin not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Faculty Member determines. As noted above, to qualify for EI benefits, Pregnancy Leave must begin not sooner than ten (10) weeks before the expected date of delivery.

End of Leave

- 34.4 Pregnancy Leave ends on such date:
- (a) not sooner than one (1) week after the date of delivery; and
 - (b) not later than seventeen (17) weeks after the Pregnancy Leave began; as determined by the Faculty Member.

Requirement by College to Take Leave

- 34.5 Notwithstanding clause 34.1, where the duties of a pregnant Faculty Member's position cannot reasonably be performed by a pregnant woman or the performance of the Faculty Member's work is

materially affected, the College shall attempt to temporarily modify the Faculty Member's duties or temporarily re-assign the Faculty Member to alternate duties. Where modification or re-assignment is not reasonably possible, the College may require the Faculty Member to take unpaid leave of absence or sick leave, as appropriate.

Deferral of Pregnancy Leave for Hospitalization of Child

34.6 Notwithstanding clauses 34.2 and 34.3, in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the leave of absence period which was to have occurred after the end of the expected hospitalization period may, for a time up to six (6) months after the birth, be deferred until the child is released from the hospital.

Parental Leave

34.7 A Faculty Member who becomes a parent of one (1) or more children through:

- (a) the birth of the child or children; or
- (b) the placement of the child or children in the care of the Faculty Member for the purpose of adoption of the child or children pursuant to the law of the Province of Nova Scotia;

is entitled to an unpaid leave of absence of up to thirty-five (35) weeks upon giving the College notice of the date that the Faculty Member shall return to work, as required in clause 34.10. If both parents are Faculty Members, the leave may be shared between the two parents in two continuous periods of time. A Faculty Member may be eligible for Employment Insurance (EI) benefits for Parental Leave during this period.

Beginning and End of Parental Leave

34.8 Parental Leave may be taken at any time during the fifty-two (52) week period after the child or children arrive in the Faculty Member's home.

Interruption of Parental Leave by Hospitalization of Child

34.9 Notwithstanding clause 34.7, in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the parental leave which was to have occurred after the end of the expected hospitalization period may, for a time up to six (6)

months after the birth, be deferred until the child is released from the hospital.

Notice to College

34.10 A Faculty Member shall serve notice:

- (a) of the commencement date of leaves covered by this article as follows:
 - (i) not later than her fifth (5th) month of pregnancy forward to the College a written notice of the date the Faculty Member shall begin Pregnancy Leave pursuant to clause 34.1; or
 - (ii) not later than four (4) weeks prior to the commencement of Parental Leave pursuant to clause 34.7; and
- (b) of the date the Faculty Member shall return to work upon completion of the leave(s) unless the Faculty Member shall take the maximum leave to which the Faculty Member is entitled; or
- (c) of the Faculty Member's intention to resign in accordance with clause 13.16.

Amendment to Notice

34.11 Notice given pursuant to clause 34.10 may be amended from time to time by the Faculty Member:

- (a) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that date;
- (b) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
- (c) by adding the date that the Faculty Member shall return to work if the notice is amended at least four (4) weeks before the Faculty Member would have been required to return to work.

Short Notice

34.12 The Faculty Member shall give the College as much notice as reasonably practicable of:

- (a) the date the Faculty Member is advised by a legally qualified medical practitioner to go on sick leave or pregnancy leave,

- whichever is applicable, because of medical circumstances resulting from the pregnancy;
- (b) the delivery, where the actual delivery occurs sooner than expected;
 - (c) the first arrival of the child or children in the Faculty Member's home, where that arrival is not anticipated or occurs sooner than reasonably expected;
 - (d) the return to work pursuant to clause 34.9;
 - (e) the resumption of Parental Leave by the Faculty Member in accordance with clause 34.9.

Proof of Entitlement

34.13 Upon the request of the College, where a Faculty Member takes Parental Leave pursuant to clause 34.7, interrupts and defers leave pursuant to clause 34.9 or gives short notice pursuant to clause 34.12, the Faculty Member shall provide such proof as is reasonably necessary to establish the entitlement of the Faculty Member pursuant to those provisions.

Certificate as Proof

34.14 The certificate of a legally qualified medical practitioner or, in the case of adoption, of the Administrator of Family and Children's Services, is sufficient proof for the purpose of clause 34.13 of the matters attested to in the certificate.

Return to Regular Assignment

35.15 Upon completion of a Leave taken in accordance with this article, the Faculty Member shall be reinstated to the continuing position held immediately prior to taking the Leave or to a comparable position at the same campus. If the position held immediately prior to assuming the Leave no longer exists, the Faculty Member shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

Child Rearing Leave

35.16 In addition to the provisions of this article, the Faculty Member may take a Child Rearing Leave without pay of up to three (3) years in accordance with *Article 36: Special Circumstances Leaves*.

Spousal Leave with Pay for Birth of Child

- 34.17 On the occasion of the birth of a Faculty Member's child, a Faculty Member shall be granted leave with pay up to a maximum of two (2) days. The leave may be divided as follows:
- (a) one (1) day during the confinement of the spouse, and this day may be divided into two (2) periods and granted on separate days; and
 - (b) the remainder of the leave shall be granted within six (6) weeks of the day that the spouse is discharged from the hospital. In the event the birth is at home, the six (6) week period shall begin from the date of birth.
- 34.18 A Faculty Member adopting a child for which the Faculty Member is not eligible to receive EI benefits shall be granted a leave of absence with pay for up to five (5) days beginning the day in which the adoptive child comes into the full care of the Faculty Member, and such additional days without pay as the Faculty Member requests pursuant to clause 34.7.
- 34.19 Notwithstanding clause 34.18, a leave, or portion thereof, of up to one (1) day with pay may be used by the adopting Faculty Member at times when the Faculty Member is required to be present at meetings as a condition of adoption. This benefit shall apply to both Faculty Members where the adopting parents are both Faculty Members.
- 34.20 Notwithstanding clauses 34.18, in the event that both parents of the adopted child are Faculty Members, the provisions of clauses 34.18 shall apply to only one Faculty Member.

Benefits

- 34.21 Pregnancy Leave in accordance with clause 34.1 and Parental Leave in accordance with clause 34.7, shall be without loss of benefits as specified in *Article 41: Health and Welfare Benefits*.

Supplementary Employment Benefit for Parents

- 34.22 A Faculty Member on Pregnancy or Parental Leave who provides the Employer with proof that the Faculty Member has applied for and is eligible to receive Employment Insurance Benefits shall be entitled to the following benefits for either the pregnancy or parental

leave. The Faculty Member shall receive a benefit equivalent to seventy-five percent (75%) of the Faculty Member's bi-weekly salary during the two (2) week Employment Insurance waiting period.

- (a) For fifteen weeks where a waiting period does not apply or for the next fifteen (15) weeks of the Employment Insurance benefits following the waiting period, the Faculty Member's weekly Employment Insurance benefit shall be supplemented to a maximum of ninety-three percent (93%) of the Faculty Member's normal weekly salary, less any other earnings received by the Faculty Member during the benefit period which may result in a decrease in the Employment Insurance benefits to which the Faculty Member would have been eligible if no other earnings had been received during the period.
- (b) For the purposes of this supplementary benefit, a Faculty Member's normal weekly salary will be one-half the bi-weekly rate of pay to which the Faculty Member is entitled for the Faculty Member's classification on the day immediately preceding the commencement of pregnancy leave.
- (c) Where a Faculty Member becomes eligible for a salary increment or pay increase during the benefit period, payments under this benefit will be adjusted accordingly.
- (d) The College will not reimburse the Faculty Member for any amount the Faculty Member is required to remit to the Government of Canada where the Faculty Member's annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (e) Where a child or children enters the home of a Faculty Member and where both parents are Faculty Members of the College, the supplementary benefit shall apply to one parent only, as determined by the Faculty Members.
- (f) Notwithstanding clause 34.22 (e), where both parents are Faculty Members of the College and where legislation so permits, the supplementary provisions may be split between the Faculty Members.

5. Employment Insurance

Maternity

A maximum of 15 weeks of benefits is available to natural mothers. The 15 weeks of benefits may be claimed within the period beginning eight weeks before the estimated birth date and ending 17 weeks after the estimated birth date or the actual birth date, whichever is later.

Since a two-week waiting period must be served, as soon as the teacher stops work, a teacher must apply no later than the week following the expected date of birth or the actual date of birth, whichever is later, in order to receive the full 15 weeks of benefits.

The benefit period can be suspended and continued at a later date if the child is hospitalized and the benefit period can be extended for every week the child is in hospital (to a maximum of two years after the birth).

** This booklet contains general information only. When a question arises, please contact your local Service Canada Centre.*

Parental

Parental benefits can be collected for up to 35 weeks by both natural or adoptive parents while they are caring for a newborn or adopted child. The benefits can be claimed by one parent or split between the two, and only one parent has to serve a two-week waiting period.

A mother who has served the two-week waiting period before receiving maternity benefits would not have to serve another waiting period for parental benefits.

Parental benefits are only available within the 52 weeks after the child arrives at your home unless the child is hospitalized.

This leave period cannot be calculated for years of teaching experience.

Rate of Benefits

The rate of benefits is set at 55% of your average insured earnings up to a maximum set annually. (See Service Canada for the current rate.) The maximum for 2011 is \$468.00 per week.

You may be entitled to family supplement. If your family income is less than \$25,921.00 and you receive the Child Tax Benefit contact the Service Canada Centre nearest you.

** Note that there is usually a 3-5 week waiting period before money is obtained from EI.*

Eligibility Requirements

The teacher must have worked at least 600 insurable hours out of the previous 52 weeks.

Part-time term teachers, and substitute teachers should note that an insurable week is one in which you work and receive at least one hour pay.

Application Procedures

Teachers can obtain an application form from the nearest Service Canada Centre or from the local post office. Teachers may also apply online at www.servicecanada.gc.ca. The application form should be completed and sent to the nearest Service Canada Centre along with a record of employment which can be obtained from the school board.

To receive maternity or parental leave benefits, you must submit an EI application online or in person at your local Service Canada office.

6. Teachers' Pension Plan

Time spent on a maternity leave under the SUB Plan does count for pension service.

Effective August 1, 1993, school boards will automatically deduct the appropriate pension contributions from the board's "top up" payments. Contributions are made on the full rate of salary as if the teacher was not on leave. The maximum number of days that can be purchased for maternity leave is eighty-five (85) days.

Any teacher who took maternity leave prior to August 1, 1993, must make application to the Nova Scotia Pension Agency (1-800-774-5070 Toll Free) to purchase this service if she has not already done so.

Plan Regulations now include a provision to purchase parental leave.

Conditions that apply are:

- Teacher must have been on an approved unpaid leave from his/her School Board or Community College for the time the teacher is seeking to purchase;
- The maximum number of days that can be purchased for any one parental leave is one hundred and seventy-five (175) days.
- Effective August 1, 2004, the pension regulations allow teachers three options to purchase parental leave:
 1. A teacher can purchase the leave while currently on the leaves by paying double the contributions as the government does not match the contributions.
 2. If the teacher does not purchase the pension while on parental leave, then the teacher will have twelve (12) months to purchase at the cost in option #1 plus interest.
 3. Following the twelve (12) months, then the teacher is required to pay the full actuarial cost of the pension service for the full period of leave.

Teachers wishing to receive a quote for the cost of this purchase must contact the Nova Scotia Pension Agency to get this information. The Nova Scotia Pension Agency number: 1-800-774-5070 or 424-5070.

The purchase may be an income tax deduction for the individual because the time being purchased is time that the person was not contributing to their pension plan. This is a complex area of the Income Tax Act so teachers are advised to contact Revenue Canada to inquire about tax deductibility.

7. Illness Arising From Pregnancy

If prior to the commencement of the Maternity SUB Leave, a teacher becomes ill due to pregnancy, she is entitled to receive sick leave benefits from the regional agreement.

The teacher should inform the School Board's superintendent in writing that she is on sick leave under doctor's orders. An accompanying letter from the doctor stating that the teacher is ill due to complications is recommended.

8. Maternity and Deferred Salary Leave Plan

Revenue Canada Regulations do not recognize the year of deferred leave as a leave of insurable earnings for Employment Insurance benefits. Therefore, a teacher would not be eligible for maternity leave sub plan benefits the year immediately following your year of leave until you have worked 600 insurable hours out of the previous 52 weeks. By agreement with the NSTU, each school board reports that teachers work an eight (8) hour day for EI purposes.

EI Regulations do not allow a teacher under contract to collect EI benefits excepting maternity, parental and sick leave benefits. However, it does allow a teacher on the year of deferred leave to open a claim during a non teaching period. Once a claim is opened, it remains open for a fifty-two (52) week period.

Female teachers in the year of deferred leave may wish to open a claim during the Christmas break of the deferred year. This would allow female teachers to be eligible for EI benefits and Maternity Sub Plan benefits during the August 1 to December 31 period of the year returning from the leave.

It is important to note that a teacher's eligibility for EI benefits and the Maternity Sub Plan would expire on December 31 of that year and eligibility would not be restored until the teacher has worked 600 insurable hours or 75 teaching days in the year following the deferral.

Teachers who in a year of deferred leave work for another employer would accumulate insurable hours and provided they have worked 600 insurable hours would be eligible for EI benefits and Maternity Sub Plan benefits in the year returning from the deferral.

Teachers on a six (6) month deferral should contact their local EI office to determine eligibility.

Teachers are required to contribute at least 5% in each year of the plan prior to the year of leave. Therefore, a teacher on maternity and parental leave may need to amend the agreement to make sure the teacher contributes at least 5% during the regular period salary or from the maternity top up in any one school year. Mutual agreement between the teacher and School Board is required in order to amend the agreement.

9. Teacher Pregnancy Leave, Parental Leave and Adoption Leave Application

Name of Applicant: _____ School: _____
Professional or SAP Number: _____ Date: _____

Please provide the following information:

Expected Date of Delivery: _____ Expected Start Date of Leave: _____

1. I am requesting Pregnancy Leave Yes No (maximum 17 weeks pregnancy/parental allowance) _____ # of weeks leave (maximum 17)

2. I am requesting Parental/Adoption Leave Yes No (maximum 12 weeks parental allowance for the non birth-parent)
_____ # of weeks leave (maximum 35

OR _____ # of days leave

OR _____ Date of Return to School

3. Will you be serving the two-week EI waiting period? Yes No

4. If you are a permanent or probationary teacher, do you wish to defer your leave over the summer months? (Please refer to Article 27 of the Teachers' Provincial Agreement for more information) Yes No

Applicant's Signature: _____

PLEASE NOTE:

• As per Article 27.08(i) of the TPA "Notwithstanding 27.06, if a probationary or permanent contract teacher requests parental leave at the time of request for pregnancy leave, and if the teacher is in receipt of a pregnancy or parental allowance during the summer, then the pregnancy and parental allowance beginning with the first non-teaching day in the summer shall be deferred to commence on the first day of the teaching period in the school year and the weeks in the summer will be deemed to be parental leave and the remaining days deemed to be pregnancy leave. For greater certainty, a teacher cannot receive more than seventeen (17) weeks leave of absence for pregnancy and more than thirty-five (35) weeks parental leave for a maximum of fifty-two (52) weeks."

• No teacher can receive more than a total of 17 weeks of combined pregnancy and parental allowance.

• Pregnancy leave can start at any time from a day eleven (11) weeks before the specified date of delivery to the day of actual delivery.

• If you have answered no to question 3, Articles 27.06(i) and 27.18(i) do not apply.

10. Sample Salary Calculations

Maternity Leave:

The formula for calculating salary paid by the Board during maternity leave provided you are eligible for EI benefits is as follows:

- (i) you will receive seventy-five percent (75%) of your weekly salary during the two (2) week EI waiting period, and
- (ii) during the next five (5) weeks you will receive a pregnancy allowance so that your EI benefit will be topped up to ninety-three percent (93%) of your weekly salary.
- (iii) during the next (10) weeks you will receive a parental allowance so that your EI benefit will be topped up to ninety-three (93%) percent of your regular weekly salary.

You calculate your regular weekly salary by:

- (i) If you are a full-time contract teacher, you divide your annual scaled salary by fifty-two (52).
- (ii) If you are a part-time contract teacher, you divide your pro-rated annual scaled salary by fifty-two (52).

You are paid your regular weekly salary for the remaining thirty-five (35) weeks.

Parental Leave:

Parental Leave is an unpaid leave of absence, and the Board calculates 1/195 of your annual salary for each teaching day on parental leave.

The Board can provide adjustment to salary when a teacher takes parental leave.

For a teacher to figure out an estimate of the adjustment, examples are given for parental leave following a maternity leave that includes both summer months or no summer months. There is a detailed example illustrating the calculation if you defer or not defer the weeks in the summer. It is usually an advantage for the teacher to defer the weeks.

For a teacher to figure out an estimate of the adjustment the following information is needed:

1. Know your salary -
The example uses a salary of \$54,616

Figure out bi-weekly, weekly and daily salary.

2. Determine pay periods for teaching and leave periods:

<u>2011-2012</u>				<u>2012-2013</u>			
<u>Pay Periods</u>				<u>Pay Periods</u>			
Aug.	11	Feb.	9	Aug.	9	Feb.	7
	25		23		23		21
Sept.	8	March	8	Sept.	6	March	7
	22		22		20		21
Oct.	6	April	5	Oct.	4	April	4
	20		19		18		18
Nov.	3	May	3	Nov.	1	May	2
	17		17		15		16
Dec.	1		31		29		30
	15	June	14	Dec.	13	June	13
	29		28		27		27
Jan.	12	July	12	Jan.	10	July	11
	26		26		24		25

3. Determine # teaching days during parental leave or teaching days when parental leave is completed.

<u>2011-2012</u>				<u>2012-2013</u>			
<u>Teaching Days</u>				<u>Teaching Days</u>			
Sept.	21	Feb.	21	Sept.	19	Feb.	20
Oct.	20	March	17	Oct.	22	March	15
Nov.	21	April	19	Nov.	21	April	21
Dec.	12	May	22	Dec.	14	May	22
Jan.	21	June	21	Jan.	21	June	20

SALARY CALCULATION

Part 1: No Summer Months

Attached are examples of salary calculations for maternity and parental leave. These examples are for illustrative purposes only and teachers are to contact the Board for actual calculations.

Examples:

Examples are for regular maternity only and do not include summer months.

SAMPLE

Salary	54,616.00
Bi-Weekly	2,100.61
Weekly	1,050.30
Daily	280.08

All examples assume teacher qualifies for maximum EI at \$468.00.

Lump Sum Adjustment:

Negative (-): teacher owes Board amount

Positive (+): Board owes teacher amount

* The current agreement expires on July 31, 2010. The contract will be under negotiations, and these figures do not reflect any possible increase.

SALARY CALCULATION - Part 1
Full Year Maternity & Parental Leave (Sept.-Feb.) 2011-2012

	Example #1	Example #2	Example #3
Maternity Dates	Sept. 12/11-Jan. 8/11	Oct. 17/11-Feb. 12/12	Nov. 14/11-Mar. 11/12
Parental Leave	Jan. 9/11-July 31/11	Feb. 13/12-Oct. 16/13	Mar. 12/12 – Nov. 17/12
Regular Salary Before Maternity	3 pays @ 2,100.61 = 6,301.83	5.5 pays @ 2,100.61 = 11,553.35	7.5 pays @ 2,100.61 = 15,754.57
Maternity Benefit	1 pay @ 1,575.45	Same	Same
75%, 93% top up	7.5 pays @ 1,017.56 = 9,222.15	Same	Same
Regular Salary After Maternity Year 1	14.5 pays @ 2,100.61 = 30,458.84	12 pays @ 2,100.61 = 25,207.32	10 pays @ 2,100.61 = 21,006.10
Parental Leave Cost Year 1	117 days @ 280.08 = 32,769.36	92 days @ 280.08 = 25,767.36	72 days @ 280.08 = 20,165.76
Lump Sum Adjustment	-2,310.52	- 560.04	+ 840.34
Regular Salary After Parental Leave Year 2	N/A	20.5 pays @ 2,100.61 = 43,062.50	18.5 pays @ 2,100.61 = 38,861.28
Teaching Days Year 2	N/A	165* days @ 280.08 = 46,213.20	149 days @ 280.08 41,171.76
Lump sum Adjustment	N/A	+3,150.70	+ 2,310.48

*Please note that 30 days will require teacher to purchase pension; however, if 20 days only does not require a purchase.

SALARY CALCULATION - Part 1
Full Year Maternity & Parental Leave (Sept.-Feb.)

	Example #4	Example #5	Example #6
Maternity Dates	Dec. 5/11-April 1/12	Jan. 9/12-May 6/12	Feb. 13/12-June 10/12
Parental Leave	April 2/12-Dec. 2/12	May 7/12-Jan. 6/13	June 11/12-Feb. 10/13
Regular Salary Before Maternity	9 pays @ 2,100.61 = 18,905.49	11.5 pays @ 2,100.61 = 24,157.01	14 pays @ 2,100.61 = 29,408.54
Maternity Benefit 75%, 93% top up	1 pay @ 1,575.45 7.5 pays @ 1,017.56 = 9,222.15	Same Same	Same Same
Regular Salary After Maternity Year 1	8.5 pays @ 2,100.61 = 17,855.18	6 pays @ 2,100.61 = 12,603.66	3.5 pays @ 2,100.61 = 7,352.13
Parental Leave Cost Year 1	62 days @ 280.08 = 17,364.96	39 days @ 280.08 = 10,923.12	15 days @ 280.08 = 4,201.20
Lump Sum Adjustment	+490.22	+1,680.54	+ 3,150.93
Regular Salary After Parental Leave Year 2	17 pays @ 2,100.61 = 35,710.37	14.5 pays @ 2,100.61 = 30,458.84	12 pays @ 2,100.61 = 25,207.32
Teaching Days Year 2	133 days @ 280.08 = 37,250.64	117 days @ 280.08 = 32,769.36	92 days @ 280.08 = 25,767.36
Lump sum Adjustment	+1,540.27	+2,310.52	+560.04

SALARY CALCULATION - Part 2
Summer Months Deferred (March - August) Section B

	Example #1	Example #2	Example #3
Maternity Dates	Mar. 19/12-June 29/12 Sept. 4/12 - Sept. 16/12	Apr. 9/12 - June 29/12 Sept. 4/12 - Oct. 7/12	May 7/12 - June 29/12 Sept. 4/12 - Nov. 4/12
Parental Leave	Sept. 17/12 - Mar. 17/13	Oct. 8/12 - Apr. 7/13	Nov. 5/12 - May 5/13
Regular Salary Year 1 + July Regular Salary	16.5 pays @ 2,100.61 2 pays @ 2,100.61 = 38,861.28	18 pays @ 2,100.61 + 2 pays @ 2,100.61 = 42,012.20	20 pays @ 2,100.61 + 2 pays @ 2,100.61 = 46,213.42
Maternity Benefit Year 1 75%, 93% top up	1 pay @ 1,575.45 6.5 pays @ 1,017.56 = 8,189.59	1 pay @ 1,575.45 5 pays @ 1,017.56 = 6,663.25	1 pay @ 1,575.45 3 pays @ 1,017.56 = 4,628.13
Maternity Benefit Year 2	1 pay @ 1,017.56 = 1,017.56	2.5 pays @ 1,017.56 = 2,543.90	4.5 pays @ 1,017.56 = 4,579.02
Regular Salary Year 2	50 weeks @ 1,050.30 = 52,512.00	47 weeks @ 1,050.30 = 49,364.10	43 weeks @ 1,050.30 = 45,162.90
Parental Leave Cost Year 2	114 days @ 280.08 = 31,929.12	112 days @ 280.08 = 31,368.96	113 days @ 280.08 = 31,649.04
Regular Salary Minus Parental Leave Cost	20,582.88	17,995.14	13,513.86
Regular Salary After Parental Leave - Year 2	9 pays @ 2,100.61 = 19,955.79	8 pays @ 2,100.61 = 16,804.88	6 pays @ 2,100.61 = 12,603.66
Lump Sum Adjustment	+627.09	+ 1,190.26	+ 910.20

SALARY CALCULATION - Part 2
Summer Months Deferred (March - August) Section B

	Example #4	Example #5	Example #6
Maternity Dates	June 10/12-June 29/12 Sept. 4/12 - Dec. 9/12	Birth: July 2/12 Sept. 4/12 - Dec. 23/12 (16 weeks only)	Birth: Aug. 5/12 Sept. 4/12 - Dec. 23/12 (16 weeks only)
Parental Leave	Dec. 10/12 - June 9/13	Jan. 3/13 - July 1/13	Jan. 3/11- Aug 3/13
Regular Salary Year 1 + July Regular Salary	22.5 pays @ 2,100.06 + 2 pays @ 2,100.06 = 51,451.47	26 pays @ 2,100.61 = 54,615.86	26 pays @ 2,100.61 = 54,615.86
Maternity Benefit Year 1 75%, 93% top up	1 pay @ 1,575.45 .5 pay @ 1,017.56 = 2,084.23	N/A	N/A
Maternity Benefit Year 2	7 pays @ 1,017.56 = 7,122.92	1 pay @ 1,575.45 7 pays @ 1,017.56 = 8,698.37	1 pay @ 1,575.45 7 pays @ 1,017.56 = 8,698.37
Regular Salary Year 2	38weeks @ 1,050.30 = 39,911.40	36 weeks @ 1,050.30 = 37,810.80	36 weeks @ 1,050.30 = 37,810.80
Parental Leave cost Year 2	113 days @ 280.08 = 31,649.04	119 days @ 280.08 = 33,329.52	119 days @ 280.08 = 33,329.52
Regular Salary Minus Parental Leave Cost	8,262.36	4,481.20	4,481.20
Regular Salary After Parental Leave - Year 2	3.5 pays @ 2,100.06 = 7,352.13	N/A	N/A
Lump Sum Adjustment	+910.23	+4,481.20	+ 4,481.20

11. Actions

Maternity Leave and Parental Leave

- Step One** • The teacher should carefully read the Provincial Agreement regarding maternity and parental provisions.
- Step Two** • During the 5th month of pregnancy, the teacher informs the school board's superintendent in writing of her intent to take maternity leave with the expected delivery date. If teacher is deferring weeks in summer months for maternity leave, then request for parental leave is also required.
- Step Three** • Contact the local Service Canada Centre to initiate application procedures for maternity benefits when stopped working.
- Step Four** • Teacher obtains from the school board a Record of Employment indicating the date of commencement of maternity leave. The teacher then goes to the local Service Canada Centre or applies online to open a claim for maternity benefits.
- * Notify Board if you are not starting leave on due date.
- Step Five** • Clarify with school board payroll personnel the exact procedures for obtaining top-up monies to EI benefits.
- Step Six** • The teacher informs the school board at least six (6) weeks prior to her/his decision to take an Unpaid Leave of Absence for parental purposes and the precise time frame of that leave.

Adoption Leave and Parental Leave

- Step One** • The teacher should carefully read the Provincial Agreement regarding adoption provisions.
- Step Two** • Permanent, Probationary and term teachers provide the school board with a letter from Administrator of Family & Child Welfare stating the teacher has filed a notice of proposed adoption under the *Adoption Act*. If teacher is deferring weeks in summer months for adoption leave, then request for parental leave is also required.

- Step Three** • Contact the local Service Canada Centre to initiate application procedures for Parental Leave.
- Step Four** • Clarify with school board payroll personnel the exact procedures for obtaining top-up monies to EI benefits.
- Step Five** • The teacher informs the school board at least six (6) weeks prior to her/his decision to take an Unpaid Leave of Absence for parental purposes and the precise time frame of that leave.

12. Assistance

Regarding EI Benefits

**Contact your Local Service Canada Centre or
check the website at www1.servicecanada.gc.ca**

Regarding Provincial Agreement Clauses

**Contact your provincial NSTU office
(1-800-565-6788, 477-5621 or email
contractinfo@nstu.ca)**

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Comments on this document are welcomed.

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